

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

IN RE: John Michael Donald : Case No.: 17-70396-PMB  
Tajana Marchelle Donald :  
DEBTORS : CHAPTER 13  
: :  
:

**THIRD AMENDED CHAPTER 13 PLAN**

**Extension (X) Composition ( )**

**You should read this Plan carefully and discuss it with your attorney. Confirmation of this Plan by the Bankruptcy Court may modify your rights by providing for payment of less than the full amount of your claim, by setting the value of the collateral securing your claim, and/or by setting the interest rate on your claim.**

Debtor or Debtors (hereinafter called “Debtor”) proposes this Chapter 13 Plan:

1. **Submission of Income.** Debtor submits to the supervision and control of the Chapter 13 Trustee (“Trustee”) all or such portion of future earnings or other future income of Debtor as is necessary for the execution of this Plan.
  
2. **Plan Payments and Length of Plan.** Debtor will pay the sum of \$1,425.00 per month to Trustee by [X] Payroll Deduction(s) or by [ ] Direct Payment(s) for the applicable commitment period of 60 months, unless all allowed claims in every class, other than long-term claims, are paid in full in a shorter period of time. The term of this Plan shall not exceed sixty (60) months. See 11 U.S.C. §§ 1325(b)(1)(B) and 1325(b)(4). Each pre-confirmation plan payment shall be reduced by any pre-confirmation adequate protection payment(s) made pursuant to Plan paragraph 6(A)(i) and § 1326(a)(1)(C).

The following alternative provision will apply if selected:

(X) IF CHECKED, Plan payments will increase by \$851.00 monthly in November 2020, upon completion or termination of non-filing spouse’s car payments. The additional funds shall be disbursed pro-rata to all claims being funded at the time of the increase.

3. **Claims Generally. The amounts listed for claims in this Plan are based upon Debtor’s best estimate and belief.** An allowed proof of claim will be controlling, unless the Court orders otherwise. Objections to claims may be filed before or after confirmation.
  
4. **Administrative Claims.** Trustee will pay in full allowed administrative claims and expenses pursuant to §507(a)(2) as set forth below, unless the holder of such claim or expense has agreed to a different treatment of its claim.

A. **Trustee's Fees.** The Trustee shall receive a statutory fee in an amount established by the Attorney General and the United States Trustee.

B. **Debtor's Attorney's Fees.** Debtor and Debtor's attorney have agreed to a base attorney fee in the amount of \$3,750.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. In addition, Berry & Associates has advanced a total of \$408.00 for filing (\$310), credit report (\$53) and counseling (\$25), and tax transcript (\$20) fees to be paid as an administrative expense for a total fee of \$4,158.00. The amount of \$0.00 was paid prior to the filing of the case. The Trustee shall disburse the unpaid amount of the fee, \$4,158.00, as allowed under General Order 18-2015, as follows:

- (i) Upon the first disbursement following confirmation of a Plan, the Trustee shall disburse to Debtor's attorney from the funds available and paid into the office of the Trustee by Debtor or on Debtor's behalf, up to \$4,158.00 after the payment of any payments under 11 U.S.C. § 1326(a)(1)(B) or (C) and administrative fees. The remaining balance of the fees shall be paid up to \$1,168.00 per month until the fees are paid in full;
- (ii) If the case is converted prior to confirmation of the plan, Debtor directs the Trustee to pay fees to Debtor's attorney from the funds available of \$2,000.00 (amount not to exceed \$2,000.00);
- (iii) If the case is dismissed prior to confirmation of the plan, fees for Debtor's attorney of \$2,000.00 as set forth on the 2016(b) disclosure statement (amount not to exceed \$2,000) are allowed pursuant to General Order 18-2015 and shall be paid by the Trustee from the funds available without a fee application. Debtor's attorney may file a fee application for fees sought over \$2,000.00 within 10 days of the Order of Dismissal;
- (iv) If the case is converted after confirmation of the plan, Debtor directs the Trustee to pay to Debtor's attorney from the funds available, any allowed fees which are unpaid;
- (v) If the case is dismissed after confirmation of the plan, Trustee shall pay to Debtor's attorney from the funds available, any allowed fees which are unpaid; and
- (vi) Non-base fees are to be disbursed as outlined in the attached Addendum to Chapter 13 Plan.

## 5. Priority Claims.

A. **Domestic Support Obligations.**

None.

B. **Other Priority Claims (e.g., tax claims).** All other allowed priority claims will be paid in full, but will not be funded until after all secured claims, lease arrearage claims, and domestic support claims are paid in full.

(a)Creditor	(b)Estimated claim
GA DOR	326.00
IRS	15,387.00
Michigan Dept of Treasury	2,200.00

6. **Secured Claims.**

A. **Claims Secured by Personal Property Which Debtor Intends to Retain.**

i. **Pre-confirmation adequate protection payments.** No later than 30 days after the date of the filing of this plan or the order for relief, whichever is earlier, the Debtor shall make the following adequate protection payments to creditors pursuant to § 1326(a)(1)(C). Each creditor listed below shall have an administrative lien on its respective payment(s), subject to objection.

Debtor shall make the following adequate protection payments to the Trustee pending confirmation of the plan:

(a) Creditor	(b) Collateral	(c) Monthly Adequate Protection Payments

ii. **Post Confirmation payments.** After confirmation of the plan, monthly payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (a) and (b). If Debtor elects to propose a different method of payment, such provision is set forth in subparagraph (c).

(a). **Claims to Which § 506 Valuation is NOT Applicable.** Claims listed in this subsection consist of debts secured by a purchase money security interest in a vehicle for which the debt was incurred within 910 days of filing the bankruptcy petition, or, if the collateral for the debt is any other thing of value, the debt was incurred within 1 year of filing. See §1325(a)(5). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the amount of the claim in column (d) with interest at the rate stated in column (e). After the confirmation of the plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

(a) Creditor	(b) Collateral	(c) Purchase date	(d) Claim amount	(e) Interest rate	(f) Monthly payment

(b). **Claims to Which § 506 Valuation is Applicable.** Claims listed in this subsection consist of any claims secured by personal property not described in Plan paragraph 6(A)(ii)(a). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the replacement value as stated in column (d) or the amount of the claim, whichever is less, with interest at the rate stated in column (e). The portion of any allowed claim that exceeds the value indicated below will be treated as an unsecured claim. Upon confirmation of the plan, the valuation and interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

(a) Creditor	(b) Collateral	(c) Purchase date	(d) Replacement Value	(e) Interest rate	(f) Monthly payment
IRS	Any unencumbered property	N/A	\$1,760.00	4%	\$30.00
Purchasing Power	HHG	N/A	\$500.00	4%	\$25.00
Michigan Department of Treasury	Any unencumbered property	N/A	\$4,889.00	4%	\$100.00

(c). **Other provisions.**

B. **Claims Secured by Real Property Which Debtor Intends to Retain and Provide For Pursuant to § 1322(b)(5).** Debtor will make all post-petition mortgage payments directly to each mortgage creditor as those payments ordinarily come due. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter, unless this Plan provides otherwise. Trustee may pay each allowed arrearage claim at the monthly rate indicated below until paid in full. Trustee will pay interest on the mortgage arrearage if the creditor requests interest, unless an objection to the claim is filed and an order is entered disallowing the requested interest.

All post-petition mortgage payments made by the debtor(s) are to be credited and applied by the mortgage holder, its agent or assignee in accordance with the mortgage note and Deed in Trust/Deed to Secure Debt. Any fees, expenses and charges asserted under Fed. R. Bankr. P. 3002.1(c) are not to be funded through the Chapter 13 plan and the Debtor will pay these post-petition expenses directly to their mortgage holder/servicer unless they are disallowed

All payments made hereunder by the chapter 13 Trustee to the mortgage holder, its agent or assignee are to be applied to the pre-petition arrearage and those fees and costs in the creditors allowed proof of claim.

Debtor makes these provisions in accordance with 11 U.S.C. § 1322(b)(5) and, accordingly, these claims are not subject to Discharge upon completion of the Plan pursuant to 11 U.S.C. § 1328(a)(1).

None.

C. **Surrender of Collateral.** Debtor will surrender the following collateral no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. Any claim filed by a secured lien holder whose collateral is surrendered will be treated as general, unsecured debt. Any involuntary repossession/foreclosure prior to confirmation of this Plan must be obtained by a filed motion and Court order, unless the automatic stay no longer applies under § 362(c). Upon Plan confirmation, the automatic stay will be deemed lifted for the collateral identified below for surrender and the creditor need not file a Motion to Lift the Stay in order to repossess, foreclose upon or sell the collateral. Nothing herein is intended to lift any applicable co-Debtor stay, or to abrogate Debtor's state law contract rights.

None.

7. **Unsecured Claims.** Debtor estimates that the total of general unsecured debt not separately classified in Plan paragraph 10 is \$47,073.00. After all other classes have been paid, Trustee will pay to the creditors with allowed general unsecured claims a pro rata share of \$47,073.00 or 100% whichever is greater. Trustee is authorized to increase this dollar amount or percentage, if necessary, in order to comply with the applicable commitment period stated in paragraph 2 of this Plan.

8. **Executory Contracts and Unexpired Leases.** The following executory contracts and unexpired leases are assumed, and payments due after the filing of the case will be paid directly by Debtor, not through Trustee, as set forth below in column (c).

Debtor proposes to cure any default by paying the arrearage on the assumed leases or contracts in the amounts projected in column (d) at the same time that payments are made to secured creditors. All other executory contracts and unexpired leases of personal property are rejected upon conclusion of the confirmation hearing.

None.

9. **Property of the Estate.** Property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

10. **Other Provisions:**

A. **Special classes of unsecured claims.**

B. **Other direct payments to creditors.** US Auto to be paid direct by cosigner.

C. **Other allowed secured claims:** A proof of claim which is filed and allowed as a secured claim, but is not treated specifically under the plan, shall be funded as classified in the proof of claim as funds become available after satisfaction of the allowed secured claims which have been treated by the plan and prior to payment of allowed non-administrative priority claims (except domestic support obligation claims as set forth in paragraph 5(A), above) and general unsecured claims. Notwithstanding the foregoing, the Debtor or any other party in interest may object to the allowance of the claim or file a motion to avoid the lien associated with the claim as applicable. Upon the filing of a motion to avoid the lien of any creditor, paragraph 10(D) of this plan shall apply as though the creditor had been named therein. Allowed claims in this class shall receive 5% interest.

D. **Claims subject to lien avoidance pursuant to 11 U.S.C. §522(f):** The allowed secured claim of each creditor listed below shall not be funded until all allowed, secured claims which are being treated by the plan are satisfied. If an order is entered avoiding the creditor's lien, that creditor's claim shall be treated as a general, unsecured claim to the extent it is not otherwise secured by property of the estate and treated by the plan. To the extent that the creditor's lien is not avoided and is not otherwise treated by the plan, the secured claim shall be funded as set forth in the above paragraph. This paragraph shall apply to the following creditors:

Consumer Portfolio Services Inc., Gateway Financial Solutions

Date: August 8, 2018

/s/ \_\_\_\_\_  
Carrie Oxendine, Bar No.: 141478  
Berry & Associates  
2751 Buford Hwy  
Suite 600  
Atlanta, Georgia 30324  
(404) 235-3300  
carrie@mattberry.com

/s/ \_\_\_\_\_  
John Michael Donald  
/s/ \_\_\_\_\_  
Tajana Marchelle Donald

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

<b>IN RE:</b>	<b>John Michael Donald</b>	:	<b>Case No.:</b> 17-70396-PMB
	<b>Tajana Marchelle Donald</b>	:	
		:	CHAPTER 13
	<b>DEBTORS</b>	:	
		:	

**ADDENDUM TO CHAPTER 13 PLAN**

Debtor and Debtor's attorney have further agreed that Debtor's attorney may be paid for "non-base services" as they are performed on an as-needed basis. These "non-base" services, and the agreed fee for each, are identified in paragraph 6 of the Rule 2016(b) disclosure statement in this case. Upon completion of a "non-base" service, Debtor's attorney may file an application with the Court, serving all parties-in-interest with notice of the application and providing an opportunity to be heard on the matter. If the "non-base" fee is approved by the Court, then the fee shall be added to the balance of the unpaid base fee in this case and paid in accordance with the paragraph (B)(i), above. If the base fee has been paid in full, then the fee shall be paid up to \$1,168.00 per month, and the distributions to creditors shall be reduced, pro rata, by that amount until the additional fee is paid in full.

**CERTIFICATE OF SERVICE**

This is to certify under penalty of perjury that I am over the age of 18 and that on this day I served the following parties with a copy of the attached pleadings by placing true copies of same in the United States Mail with adequate postage affixed to insure delivery, addressed to:

Melissa J. Davey  
Chapter 13 Trustee  
260 Peachtree Street, Suite 200  
Atlanta GA 30303

John M. Donald  
Tajana M. Donald  
2862 Amerson Way  
Jonesboro GA 30294

Berry & Associates  
2751 Buford Highway, Suite 600  
Atlanta GA 30324

(Plus to all creditors on attached Creditor Mailing Matrix)

This the 8th day of August, 2018.

\_\_\_\_\_  
/s/  
Carrie Oxendine  
GA Bar No. 141478  
Attorney for the Debtor

BERRY & ASSOCIATES  
2751 Buford Highway, Suite 600  
Atlanta, GA 30324  
(404) 235-3300

Advance America

Cash Advance Centers of Alabama, LLC  
1931 W Main St.  
Centre, AL 35960-2812Advance America, Cash Advance Centers of MI,  
135 N. Church Street  
Spartanburg, SC 29306-5138Apria Healthcare LLC  
ATTN: Legal Department  
26220 Enterprise Ct  
Lake Forest CA 92630-8405

BCBS

6000 LaFayette East  
Detroit MI 48226Matthew Thomas Berry  
Matthew T. Berry & Associates  
Suite 600  
2751 Buford Highway, NE  
Atlanta, GA 30324-5457Best Bank  
3200 Greenfield Rd  
Dearborn MI 48120-1802Capital One  
Attn: Bankruptcy  
PO Box 30253  
Salt Lake City, UT 84130-0253Cardworks/CW Nexus  
Attn: Bankruptcy  
PO Box 9201  
Old Bethpage, NY 11804-9001Chase Bank  
270 Park Avenue  
New York NY 10017-2070Check N Go  
7755 Montgomery Rd Suite 400  
Cincinnati OH 45236-4197(P) CARTER YOUNG INC  
882 N MAIN STREET  
SUITE 120  
CONYERS GA 30012-4442Comcast  
PO Box 530099  
Atlanta, GA 30353-0099Consumer Portfolio Services, Inc.  
FCA US LLC  
AFS- CT Corporation System  
289 S Culver St  
Lawrenceville GA 30046-4805Consumer Portfolio Services, Inc.  
c/o Lefkoff Rubin Gleason & Russo PC  
5555 Glenridge Connector, Suite 900  
Atlanta GA 30342-4762Consumer Portfolio Svc  
Attn: Bankruptcy  
19500 Jamboree Rd  
Irvine, CA 92612-2411Credit Acceptance  
25505 West 12 Mile Rd  
Suite 3000  
Southfield, MI 48034-8331DTE Energy  
1 Energy Plaza  
Detroit MI 48226-1221Melissa J. Davey  
Melissa J. Davey, Standing Ch 13 Trustee  
Suite 200  
260 Peachtree Street, NW  
Atlanta, GA 30303-1236Detroit Water & Sewage  
15600 Grand River  
Detroit MI 48227-2225(P) DIRECTV LLC  
ATTN BANKRUPTCIES  
PO BOX 6550  
GREENWOOD VILLAGE CO 80155-6550Directv, LLC  
by American InfoSource LP as agent  
4515 N Santa Fe Ave  
Oklahoma City, OK 73118-7901John Michael Donald  
2862 Amerson Way  
Jonesboro, GA 30294-3833Tajana Marchelle Donald  
2862 Amerson Way  
Jonesboro, GA 30294-3833Matthew Joshua Dyer  
Matthew T. Berry & Associates  
2751 Buford Highway NE  
Suite 600  
Atlanta, GA 30324-5457ERC/Enhanced Recovery Corp  
Attn: Bankruptcy  
8014 Bayberry Rd  
Jacksonville, FL 32256-7412FCA US LLC Customer Care  
PO Box 21-8004  
Auburn Hills MI 48321-8004Fingerhut  
4400 Baker Rd  
Minnetonka MN 55343-8668

Fingerhut  
6250 Ridgewood Rd  
St Cloud, MN 56303-0820

First National Credit Card  
PO Box 5097  
Sioux Falls, SD 57117-5097

Moe Freedman  
Michigan Department of Attorney General  
Suite 10-300  
3030 W. Grand Blvd.  
Detroit, MI 48202-6030

Fst Premier  
601 S Minneapolis Ave  
Sioux Falls, SD 57104

Gateway Financial  
Po Box 3257  
Saginaw, MI 48605-3257

(p) GEORGIA DEPARTMENT OF REVENUE  
COMPLIANCE DIVISION  
ARCS BANKRUPTCY  
1800 CENTURY BLVD NE SUITE 9100  
ATLANTA GA 30345-3202

Georgia Power  
241 Ralph McGill Blvd, Bin #10102  
Atlanta, GA 30308-3374

Internal Revenue Service  
401 W. Peachtree St NW  
Stop 334-D  
Atlanta, GA 30308-3539

Johnta Donald  
2862 Amerson Way  
Jonesboro GA 30294-3833

Loan at Last  
Niizhaaswi LLC dba Loan at Last  
PO Box 1193  
Lac Du Flambeau, WI 54538-1193

MERRICK BANK  
Resurgent Capital Services  
PO Box 10368  
Greenville, SC 29603-0368

Michigan Department of Treasury  
430 W Allegan St  
Lansing MI 48922-0001

Mid America Bk/total C  
5109 S Broadband Ln  
Sioux Falls, SD 57108-2208

Midland Funding, LLC  
MIDLAND CREDIT MANAGEMENT, INC. as agent  
for MIDLAND FUNDING LLC  
PO Box 2011  
Warren, MI 48090-2011

NPRTO Georgia, LLC  
256 West Data Drive  
Draper, UT 84020-2315

Carrie L Oxendine  
Matthew T. Berry & Associates  
Suite 600  
2751 Buford Highway NE  
Atlanta, GA 30324-5457

Premier Bank  
2866 White Bear Ave  
Maple Woods MN 55109-1384

Progressive Leasing  
PO Box 413110  
Salt Lake City, UT 84141-3110

Purchasing Power  
1349 W Peachtree St. Ste 1100  
Atlanta, GA 30309-2956

Quantum3 Group LLC as agent for  
CASCADE CAPITAL LLC SERIES C  
PO Box 788  
Kirkland, WA 98083-0788

Rep/build  
Po Box 9203  
Old Bethpage, NY 11804-9003

Resurgens Orthopedics  
PO Box 720580  
Atlanta, GA 30358-2580

State of Michigan Department of Treasury  
3030 W. Grand Blvd, Ste 10-200  
Detroit, MI 48202-6030

Teresa R. Stephens  
Matthew T. Berry & Associates  
Suite 600  
2751 Buford Highway NE  
Atlanta, GA 30324-5457

Strategic Management Properties  
100 Carrington Pk  
Jonesboro GA 30236-2888

Tandem Federal Cr Un  
21043 Mound Rd  
Warren, MI 48091-2998

Kelly D. Thomas  
Matthew T. Berry and Associates  
Suite 600  
2751 Buford Highway NE  
Atlanta, GA 30324-5457

Total Bank  
100 SE 2nd St  
Miami FL 33131-2135

U. S. Attorney  
600 Richard B. Russell Bldg.  
75 Ted Turner Drive, SW  
Atlanta GA 30303-3315

Us Auto Finance/us Aut  
824 N Market St Ste 220  
Wilmington, DE 19801-3024

Winnebago County  
Document Page 11 of 11  
111 West Jackson Blvd Suite 600  
Chicago IL 60604-3517

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4) .

Aarons Sales & Lease  
Attn: Bankruptcy  
309 E Paces Ferry Rd NE  
Atlanta, GA 30305

Collectron Of Atlanta/Carter-Young  
Attention: Bankruptcy  
PO Box 82269  
Conyers, GA 30013

DirecTV  
2230 E Imperial Highway  
El Segundo, CA 90245

Georgia Department of Revenue  
Bankruptcy Unit  
1800 Century Blvd, NE, Ste 9100  
Atlanta, GA 30345

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) State Of Michigan, Department of Treasury

	End of Label Matrix
Mailable recipients	61
Bypassed recipients	1
Total	62